

**A RESOLUTION BY THE CITY OF SOUTH FULTON, GEORGIA, AUTHORIZING THE  
APPOINTMENT OF FANI WILLIS AND FOR OTHER LAWFUL PURPOSES**

**WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

**WHEREAS**, the duly elected governing authority of the City, is the Mayor and Council thereof ("City Council");

**WHEREAS**, the City Council is authorized to contract with duly authored attorneys to fit the needs of the Municipal Court;

**WHEREAS**, this Resolution is in the best interests of the health and general welfare of the City, its residents and general public.

**THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY  
RESOLVES** as follows:

**Section 1.** The City Manager is hereby authorized to enter into the Agreement with Attorney Fani Willis, as attached as attached hereto as Exhibit A.

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**Section 2.** It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

**Section 3.** The city attorney and city clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the city clerk.

**Section 4.** The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

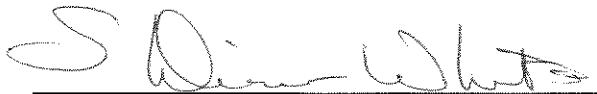
THIS RESOLUTION adopted this 13th day of August 2019.

**CITY OF SOUTH FULTON, GEORGIA**



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:



EMILIA C. WALKER, CITY ATTORNEY



## **AGREEMENT**

This Agreement is made and entered into by and between **City of South Fulton, Georgia** (hereinafter referred to as the “City”), and **Fani Willis** (hereinafter referred to as “Willis” or “Chief Pro Tem Judge”), **to provide for the engagement of Willis as an independent contractor to serve as the Chief Pro Tem Judge for the City of South Fulton Municipal Court** (“Municipal Court”), and to set forth the terms and conditions of the Agreement, including the mutual obligations, rights and duties of each party.

In consideration of the mutual promises as set forth in this Agreement, the City and Willis agree as follows:

### **SECTION 1: DUTIES.**

The City agrees to engage Willis as an independent contractor to serve as Chief Pro Tem Judge of the Municipal Court for the City of South Fulton and to perform the functions and duties as specified in Article V of the City of South Fulton Charter and the Code of the City of South Fulton, Georgia, as may be amended from time to time.

### **SECTION 2: TERM.**

This Agreement shall become effective on August 15, 2019, and shall continue for a term of ninety days. The Agreement shall thereafter automatically renew for consecutive ninety day terms, through the end of the current term of the Mayor, unless either party gives the other party notice of termination at least 30 days notice prior to the end of the then current 90 day term. The Chief Pro Tem Judge may also terminate this Agreement upon giving the City thirty (30) days written notice, unless the parties

otherwise agree. Upon termination of this Agreement by the Chief Pro Tem Judge, the City shall only be responsible to compensate the judge on a prorated basis based upon the number of days the Agreement was effective during the month of termination. The City may terminate this Agreement and remove the Chief Pro Tem Judge from her position as set forth herein, or for cause as allowed by law. The City may terminate this Agreement, at its discretion, upon the occurrence of any unfavorable ruling in any litigation involving the Municipal Court pending before the Fulton Superior Court.

### **SECTION 3: PAYMENT FOR SERVICES RENDERED**

The City shall pay the Chief Pro Tem Judge Four Thousand Two Hundred Eight Dollars and Thirty-Nine Cents (\$4,208.39) for her services under this Agreement for the month of August of 2019. The City thereafter agrees to pay the Chief Pro Tem Judge in the amount of Eight Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$8,416.67) per month, payable by the fifteenth business day of each month, for her services under this Agreement. Payment may be made by check or electronically, via electronic funds transfer, direct deposit.

### **SECTION 4: HOURS OF WORK AND BENEFITS.**

The position of Chief Pro Tem Judge of the Municipal Court for the City of South Fulton is a part-time position. The Chief Pro Tem Judge shall work the number of hours reasonably required to discharge the duties and responsibilities of Chief Judge of the Municipal Court, which shall include being accessible to the court administrator by phone and or email daily to discuss issues surrounding the administration of the court. The Chief Pro Tem Judge shall preside over no less than 70 percent of all published Municipal Court calendars per month, during the term of the Agreement.

The Chief Pro Tem Judge shall be responsible for selecting pro tem judges that can sit in her absence during Court calendars where the Chief Pro Tem Judge is required under this Agreement to preside but is unavailable. It shall be the Chief Pro Tem Judges' responsibility to vet such fill-in replacements, to make sure they have the appropriate background to administer justice and represent the City with integrity. The City shall be responsible for the compensation of pro tem judges who preside during calendars which the Chief Pro Tem Judge is not required by this Agreement to preside over.

As an independent contractor, the Chief Pro Tem Judge shall not be entitled to any overtime pay or compensatory time off. The Chief Pro Tem Judge shall not be entitled to any benefits pursuant to her position with the City. The Chief Pro Tem Judge shall be exempt from the provisions of the Fair Labor Standards Act. The Chief Pro Tem Judge may engage in the private practice of law.

#### **SECTION 5: PROFESSIONAL DUES.**

The City agrees to budget and to pay the professional dues of the Chief Pro Tem Judge necessary for her participation in associations and organizations approved by the City Council.

#### **SECTION 6: PROFESSIONAL DEVELOPMENT.**

The Chief Pro Tem Judge may participate in social programs that specifically enhance the relationship of the community with the Court and the justice system. The City may budget and to pay the reasonable travel and expenses of the Chief Pro Tem Judge for professional and official travel (other than daily commuting), necessary for

her professional development and for the good of the City, as determined by the City Council in its discretion.

#### **SECTION 7: INDEMNIFICATION.**

Excluding actions by the Chief Pro Tem Judge involving willful malfeasance or intentional misconduct, the City shall defend, save harmless, and indemnify the Chief Pro Tem Judge against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Chief Pro Tem Judge of the Municipal Court, to the same extent the Mayor and members of the City Council are so covered and indemnified through City insurance. The City and its insurer will have the right to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### **SECTION 8: INDEPENDENT CONTRACTOR STATUS.**

As an independent contractor, the Chief Pro Tem Judge shall be responsible for all applicable federal and state taxes, and all other applicable laws governing independent contractors.

#### **SECTION 9: CIVIL CLUB.**

The City may, in its discretion, pay the actual expense of the Chief Pro Tem Judge to belong to a civil organization within the City of South Fulton.

#### **SECTION 10: GENERAL PROVISIONS.**

A. The text herein shall constitute the entire agreement between the parties. All prior representations or statements are void.


B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

C. This Agreement shall be interpreted and governed under Georgia law.

IN WITNESS WHEREOF, the City of South Fulton has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by the City Clerk and the Chief Pro Tem Judge, has signed and executed this Agreement, both in duplicate, the day and year first above written.

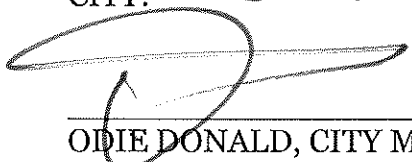
Date: 8/15/2015

CHIEF PRO TEM JUDGE:

  
FANI WILLIS, ESQ.

CITY:


South Fulton

  
ODIE DONALD, CITY MANAGER

ATTEST:

  
DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

  
EMILIA C. WALKER, CITY ATTORNEY

